





# AGREEMENT BETWEEN

# R.S.U. NO. 18 BOARD OF DIRECTORS

**AND** 

R.S.U. NO. 18 TRANSPORTATION ASSOCIATION

2022 - 2025

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#### ARTICLE 1

## **AGREEMENT, RECOGNITION AND DEFINITIONS**

#### A. Agreement

This Agreement is entered into between the Board of Directors of Regional School Unit No. 18 (hereinafter referred to as the "Board") and the Regional School Unit No. 18 Transportation Association (hereinafter referred to as the "Association").

#### B. Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for bus drivers, van drivers, mechanics, and bus monitors.

## C. <u>Definitions</u>

- 1. Board: Whenever the term "Board" is used it refers to the Regional School Unit No. 18 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent, unless otherwise expressly provided or clearly indicated by the context.
- 2. Association: Whenever the term "Association" is used, it refers to the Regional School Unit No. 18 Transportation Association and any of its designated representatives, by committee, individual member, or authorized agent, unless otherwise expressly provided or clearly indicated by the context.
- 3. Superintendent: Whenever the term "Superintendent" is used it shall include the Superintendent of Regional School Unit No. 18, or any other person whom the Superintendent or the Board specifically designates to act for him/her in any particular situation or class of situations.
- 4. Transportation Director: Whenever the term Transportation Director is used, it is referencing the Director of the program for the employees of this contract.
- 5. District years of service defines the number of years that an employee has worked for Regional School Unit No. 18 from his/her hire date as a permanent employee, and for this agreement determines an employee's seniority.
- 6. Seniority defines an employee's total years of service as a regular employee of Regional School Unit No. 18. This does not include years worked as a substitute.
- 7. Mechanic: Employee who is a mechanic.
- 8. Lead Mechanic: Employee is a certified diesel mechanic, has a CDL and inspection licensure and works with service writer to coordinate maintenance schedule.
- 9. Certified Mechanic: Employee is a certified diesel mechanic and has CDL and inspection licensure.

# ARTICLE 2 PROBATION & SENIORITY

### A. <u>Probation</u>

All newly hired employees shall serve a probationary period of 15 (fifteen) months following their start of employment with Regional School Unit No. 18. Mechanics will be required to obtain CDL and inspection licensure within their probationary period.

### B. Seniority

Seniority shall be based upon continuous years of service within the School Unit and shall run from the date of hire (and including current and continuous years of service for SAD 47/China Schools if employed as of July1, 2009). Seniority shall accrue for part-time employees in the same manner as fultime employees. Employees with work years less than twelve (12) months shall not be considered to have suffered a break in service during the months that are not included in the employees' work year.

### Seniority List

The seniority list shall be updated annually, provided to the Association and posted by October 30. If no objections to the seniority list are made in writing by November 30, the list shall be binding on the parties for the balance of the contract year.

# ARTICLE 3 WAGES & WORK YEAR

# A. Wages and Compensation

- 1. The wages for employees covered by this Agreement are set forth in Attachment A.
- 2. Placement for employees on the wage scale (Attachment A) will be according to the following schedule.
  - <u>Bus Drivers</u>: will be granted credit for outside experience for placement on scale for salary and vacation purposes.
  - <u>Mechanics</u>: will be granted credit for outside experience for placement on scale for salary and vacation purposes.
  - <u>Van Drivers/Monitors</u>: will be granted credit for outside experience for time spent as a school van or school bus driver as approved by the superintendent for placement on scale for salary and vacation purposes.
- 3. Employees hired prior to January 1 in a school year shall have that year count as a complete year of service.
- 4. An employee's continuous years of service to Regional School Unit No. 18 will be recognized for Transportation Department positions for which they are qualified.

- 5. Each regular bus run will be paid for two hours. This time includes the work required to do the run, fuel the bus, pre/post safety check, cleaning and other duties with regard to completing his/her regular run.
- 6. If administration requests a bus driver to drive a van route, the driver will receive his/her bus driver rate of pay.
- 7. Van drivers will be paid on a straight hourly basis. This time includes the work required to do the run, fuel the van, pre/post safety check, cleaning, and other duties with regard to completing his/her regular van run.
- 8. Employees will be paid at the regular run rate and will receive a minimum of two hours pay for an extra-curricular trip. The Director of Transportation at his/her discretion may make exceptions to the two-hour minimum for short duration runs to the Performing Arts Center, between schools or other short run situations.
- 9. For any trip greater than four hours in length, a driver will receive \$10.00 for meal compensation. For any trip greater than eight hours, a driver will receive \$20.00 for meal compensation. No receipt required.

#### B. Work Year

1. The work year for school year employees will be according to the table below.

	School Year Staff			
	Completed Yrs. Exp. 0-4	Completed Yrs. Exp. 5-8	Completed Yrs. Exp. 9-14	Completed Yrs. Exp. 15+
Student Days*	176	176	176	176
Holidays	11	11	11	11
Snow Days	0	0	0	0
School Vacations	4	8	12	16
Professional Development	5	5	5	5
Total Days	196	200	204	208

<sup>\*</sup> Student days are based upon current year school calendar.

2. When there is a need for bus drivers between the last student day of the school year and the first student day of the next school year (e.g., for Summer School or summer recreation), drivers will be offered the opportunity to drive at the hourly rate of pay in effect for the contract year as shown in Article 3, Section B, of the Collective Bargaining Agreement. Pay will be only for hours worked. All "summer work" will be on an as-needed basis. There is no guarantee of any minimum hours that may be available.

### C. Professional Development

Employees are expected to be available for District professional development days during the school year. Employees will be paid for up to 20 hours of professional development during the school year. The Transportation Director may approve additional hours of professional development.

D. Drivers who desire a change in assignment shall file a written statement with the Transportation Director within seven (7) calendar days of the internal posting of RSU 18 vacancies.

# ARTICLE 4 INSURANCES

Bus drivers regularly scheduled to work at least 20 hours per week will receive a full insurance benefit.

Mechanics, van drivers and monitors regularly scheduled to work 40 hours per week will receive a full insurance benefit. For these employees, this benefit will be prorated according to the table below if working less than 40 hours per week but are working at least 20 hours per week.

Hours per Week	Percentage
< 20 hours	0%
≥ 20 hours	70%
> 30 hours	100%

#### A. Health Insurance

Effective July 1, 2013 eligible employees will receive at District expense a single standard health insurance benefit. Eligible employees hired prior to July 1, 2013 shall be eligible for an adult with child (Choice Plus) health insurance benefit.

#### B. Dental Insurance

Eligible employees will receive at District expense a dental insurance benefit of up to \$1,200.

# ARTICLE 5 LEAVES

### A. Sick Leave

Year-round employees shall receive fifteen (15) sick leave days each year. Unused sick leave shall accumulate to a maximum of 120 days.

School year employees shall receive twelve (12) sick leave days each year. Unused sick leave shall accumulate to a maximum of 120 days.

Employees who have reached their maximum accumulation of sick days will receive a stipend of \$200 if they use less than four (4) sick days in a given year.

- 1. The absence shall not qualify for sick leave if compensation is actually received pursuant to Worker's Compensation.
- 2. Employee leave time will be taken as a full day, or if less than a full day, time will be taken in hourly increments. Time may not be taken in less than hourly increments.
- 3. Employees will be expected to schedule medical and dental appointments for non-duty times whenever possible except for emergencies.
- 4. The Superintendent will require a physician's note certifying the need for sick leave, whenever an employee's use of sick leave exceeds five (5) consecutive working days, is used on their last scheduled workday before, or their first scheduled work day after a vacation or holiday, or when there is other questionable use or pattern of use of sick leave.
- 5. Sick leave days shall not be accrued after a School Unit member is on worker's compensation for three (3) months, or when a School Unit member is on unpaid leave of absence, layoff, or long-term disability.
- 6. Up to twelve (12) days' sick leave annually may be used in the event of illness in the employee's immediate family, defined as spouse, children, siblings, parents, grandparents, domestic partners, stepchildren and respective in-laws, or any relatives living in the employee's household. A doctor's statement confirming the same will be required, if more than three (3) consecutive days.
- 7. Employees who resign in good standing after at least ten (10) years of service with the School Unit shall be paid a per diem for any unused sick days over 60 days. The maximum number of days to be paid shall not exceed thirty (30) days. Payment shall be made in the first pay period after the resignation becomes effective.

#### B. Wellness Leave

Employees will be granted two days for wellness leave per year. These days may only be taken by giving sufficient notification and approval by the Transportation Director on the leave form. This leave will be subject to availability of substitutes.

Wellness days may not be used during the following time periods with the exception of certain situations, which may be approved by the Transportation Director:

- The four (4) weeks after the start of school
- The four (4) weeks prior to the end of school
- The day before and the day after long weekends and or school vacations.
- Other Blackout periods to be defined by the Transportation Director

If zero (0) wellness days are used during the school year including any carryforward days, a \$200 stipend will be paid to the employee and the employee can carry one wellness day forward into the next school year accumulative to a maximum of three (3) days. Payment for the non-use of wellness days will be in the last pay period in July.

#### C. Bereavement Leave

- 1. A temporary leave of absence shall be given to a support staff member for death in the immediate family, up to a maximum of five (5) days in each instance, with full pay upon approval of the Superintendent of Schools. For the purpose of this section, the immediate family shall include parents, spouse, child, sibling, grandchild, domestic partner, or stepchild.
- 2. A temporary leave of absence shall be given to a support staff member for death in the extended family, up to a maximum of three (3) days in each instance, with full pay upon approval of the Superintendent of Schools. For the purpose of this section, the extended family shall include grandparent, aunt, uncle, niece, nephew, cousin, in-law, or step-relationship. When a unique relationship existed between an employee and a member of his/her extended family, the Superintendent may grant up to five (5) days of paid leave.
- 3. One (1) day for any funeral other than immediate or extended family. The Superintendent of Schools may make exceptions.

#### D. Vacation

For both school-year and year-round employees, vacation pay will be at an employee's regularly scheduled hours worked per day at contracted hourly rate.

## Year-Round Employees (Mechanics)

- All year-round employees working 20 or more hours per week will receive two weeks of paid vacation during the first five years of service, three (3) weeks of paid vacation after five completed years of service, and four (4) weeks of paid vacation after ten (10) completed years of service.
- Vacation requests must be submitted in advance on a District leave form and approved by the immediate supervisor then forwarded to the Superintendent's Office.
- Vacation time must be used during the fiscal year in which it is earned. Vacation time may not be carried over into the new year.

# E. Compensation during school vacation for School Year Employees

It is expected that all employees be available during the school year when students are in session.

with 0-4 years of completed service, an employee will be compensated for four vacation days during the week of Christmas in addition to the holiday.

With 5-8 years of completed service, an employee will be compensated for four vacation days during the week of Christmas break in addition to the holiday and four vacation days during February vacation in addition to the holiday.

With 9-14 years of completed service, an employee will be compensated for four vacation days during the week of Christmas break in addition to the holiday, four vacation days during February vacation in addition to the holiday and four vacation days during April vacation in addition to the holiday.

After fifteen completed years of service, an employee will be compensated for four vacation days the week of Christmas vacation in addition to the holiday, four vacation days during February vacation in addition to the holiday, four vacation days during April vacation in addition to the holiday, and four vacation days at the end of the year.

For compensation during school vacation, the employee's years of service will be used. See Article 3, section A-3.

### F. Earned Paid Leaves

The Board recognizes its obligation and agrees to provide earned paid leave to any qualifying employee as required by state law. Any paid leave or vacation used under this Agreement will be used concurrently with any paid leave that the employee is entitled to under 26 MRSA sect. 637.

#### G. Sick Bank

Employees will be able to participate in the Regional School Unit No. 18 sick bank as described in the Regional School Unit No 18 Teachers' Contract (Article 16G of Regional School Unit No. 18 Teachers' Contract).

## ARTICLE 6 HOLIDAYS

Employees shall be entitled to the following paid holidays. For both school-year and year-round employees, holiday pay will be at an employee's regularly scheduled hours worked per day at contracted hourly rate.

School-Year Employees	Year-Round Employees	
Labor Day	Labor Day	
Columbus Day	Columbus Day	
Veterans' Day	Veterans' Day	
Thanksgiving Day and day after	Thanksgiving Day and day after	
Christmas Day	Christmas Day	
New Year's Day	New Year's Day	
Martin Luther King, Jr. Day	Martin Luther King, Jr. Day	
Presidents' Day	Presidents' Day	
Patriots' Day	Patriots' Day	
Memorial Day	Memorial Day	
	Fourth of July	

# Attachment A Wage Scale

	0 – 4 years	5 – 8 years	9 – 12 years	13+ years
Bus Driver	\$20.20	\$20.31	\$20.61	20.90
Van Driver	\$13.89	\$14.93	\$15.93	
Lead Mechanic	\$27.50			
Certified Mechanic	\$23.00			
Mechanic	\$18.75			

	0 – 4 years	5 – 8 years	9 – 12 years	13+ years
Bus Driver	\$21,01	\$21.12	\$21.43	\$21.74
Van Driver	\$14.45	\$15.53	\$16.57	
Lead Mechanic	\$28.05			
Certified Mechanic	\$23.46			
Mechanic	\$19.13			

	0 – 4 years	5 – 8 years	9 – 12 years	13+ years
Bus Driver	\$21.85	\$21.96	\$22.29	\$22.61
Van Driver	\$15.03	\$16.15	\$17.23	
Lead Mechanic	\$28.61			
Certified Mechanic	\$23.94			
Mechanic	\$19.51			

Contract/Transportation Association -

# ARTICLE 7 TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this  $2^{nd}$  day of February, 2022.

REGIONAL SCHOOL UNIT No. 18

(Chair, Board of Directors)

REGIONAL SCHOOL UNIT NO. 18 TRANSPORTATION ASSOCIATION

(President, RSU 18 Transportation Association